

CageShield Pro™

(Pool Cage & Screen Enclosure Maintenance Plans & Programs)

TERMS & CONDITIONS

PLEASE READ THE FOLLOWING CAREFULLY! This document (the "Agreement") outlines the Terms & Conditions for your subscription (the "Customer" or "Member") to a CageShield Pro™ Subscription Plan, Snowbird Add-On Service and/or Member Loyalty Rebate Program provided by My Hometown Service Pros LLC (a Florida LLC), dba My HomeTown Screen Enclosure Pros, Certified Residential Contractor License No. CRC1333653, whose registered offices are located at 7901 4th St N, Ste 300, St Petersburg, FL 33702; its Affiliates and/or Partners (referred to herein individually and collectively as "MHSP"). Each individually constitute a "Party" and collectively the "Parties".

I. DEFINITIONS

Affiliate — includes companies under common ownership of MHSP as well as independent (sub)contractors and/or other 3rd party service providers utilized by MHSP to provide the Services.

Coverage Period — the date on which the first payment is received by MHSP from the Customer through the end date (12 months after the first payment) for a Subscription Plan.

Customer/Member — you, as the homeowner(s) or authorized homeowner representative, for the Property at which Services under a specific Subscription Plan is provided.

Maintenance — general preventive services to assist in keeping an aluminum screen enclosure or pool cage functional and operating in a reasonably optimal condition.

Member Loyalty Rebate — an optional paid add-on customer loyalty benefit earned through membership tenure, redeemable solely as a credit toward a complete aluminum screen enclosure or pool cage replacement provided by MHSP.

Personal Items — are any item or item(s) which are not a direct part or component of the originally built aluminum screen enclosure or pool cage. Examples include, but are not limited to, lounge chairs, tables and chairs, planters and pottery, pool toys, equipment not permanently mounted to a foundation or wall, personal effects or similar type items.

Property — is the real property and related structure(s), specifically including the aluminum screen enclosure or pool cage, but excluding that which is considered Personal Property.

Screen Enclosure/Pool Cage — the aluminum-framed structure with screen panels covering a pool, patio, lanai, or outdoor living space at the Customer's Property.

Service(s) — includes labor and/or materials, as provided for within this Agreement, used to provide routine Maintenance and/or other covered services.

Service Report — a summary of the Services, including pictures if applicable, provided by MHSP to Customer after completion of a site visit via email, app or other electronic delivery.

Service Representative — an employee or authorized Affiliate of MHSP.

Snowbird Add-On Services — optional supplemental services including Away Watch™ Monitoring, Welcome Home™ Pre-Arrival Inspection, and Storm Guardian™ Remote Response.

Subscription Fee — an amount, paid on either a monthly (full price) or annual (12 months paid in advance at a discounted rate) basis, to receive the Services offered under the Customer's specific Subscription Plan for the Coverage Period to which it applies.

Subscription Plan — an annual package of Services (Essential Shield, Premium Shield, or Elite Shield) selected and paid for by a Customer.

II. IMPORTANT NOTICES

CUSTOMER'S SCREEN ENCLOSURE/POOL CAGE AND ALL RELATED COMPONENTS MUST BE IN REASONABLE WORKING ORDER ON THE DATE COVERAGE BEGINS.

The Services provided by MHSP under a Subscription Plan are not intended to bring Customer's aluminum screen enclosure or pool cage into proper working order, or to a higher condition and/or standard, as would be reasonably expected had routine maintenance been performed by the Customer prior to entering into this Agreement.

This Agreement DOES NOT ESTABLISH NOR PROVIDE: a) property or homeowner's insurance, b) a warranty covering any specific item, c) a homeowner's warranty as defined under Florida Statutes Chapter 634, or d) any form of insurance product requiring licensure under Florida law.

III. SUBSCRIPTION PLAN DESCRIPTIONS

Published rates subject to change without notice. Custom pricing and plan design is available upon request for larger enclosures. All plans require a 12-month commitment. The following describes the Services provided under each Subscription Plan. These descriptions constitute a limitation of services.

A. EssentialShield™

- 1. Annual Inspection:** (1) full structural assessment per Coverage Period.
- 2. Annual Soft Wash Cleaning:** (1) professional soft wash cleaning of enclosure per Coverage Period.
- 3. Screen Replacement or Minor Repairs:** Up to \$150 in repairs or screen replacements per Coverage Period.
- 4. Service Discount:** 5% discount on additional services.

B. PremiumShield™

- 1. Semi-Annual Inspections:** (2) structural assessments per Coverage Period.
- 2. Semi-Annual Soft Wash Cleaning:** (2) professional soft wash cleanings of enclosure per Coverage Period.
- 3. Screen Replacement or Minor Repairs:** Up to \$450 in repairs or screen replacements per Coverage Period. Includes labor and materials.
- 4. Service Discount & Preferred Scheduling:** 10% discount on additional services and preferred scheduling ahead of Essential Shield™ and/or non-members.
- 5. Shield Saver™ Member Rebate** (see "V. Member Rebate Loyalty Program" for details)

C. EliteShield™

- 1. Quarterly Inspections & Cleaning:** (4) structural assessments per Coverage Period.
- 2. Quarterly Soft Wash Cleaning:** (4) professional soft wash cleanings of enclosure per Coverage Period.
- 3. Screen Replacement or Minor Repairs:** Up to \$750 in repairs or screen replacements per Coverage Period.
- 4. Storm Guardia Rapid Response:** Enhanced storm response, See "IV Snowbird Concierge Services, Item C" and program disclaimers for additional details.
- 5. Service Discount & Priority Scheduling:** 15% discount on additional services and priority scheduling ahead of EssentialShield™, PremiumShield™ and/or non-members.
- 6. Shield Saver™ Member Rebate** (see "V. Member Rebate Loyalty Program" for details)

D. PlatinumShield™

- 1. Monthly Inspections:** (12) full structural assessments per Coverage Period.
- 2. Bi-Monthly Soft Wash Cleaning:** (6) professional soft wash cleanings of enclosure per Coverage Period.
- 3. Screen Replacement or Minor Repairs:** Up to \$1250 in repairs or screen replacements per Coverage Period.
- 4. Snowbird Concierge Services:** Away Watch™ Monitoring, Welcome Home™ Pre-Arrival Inspection, and Storm Guardian™ Rapid Response included with this Subscription Plan. See “IV Snowbird Concierge Services” for additional details.
- 5. Service Discount, VIP Scheduling & Annual Report:** 20% discount on additional service(s), front of the line VIP scheduling, and year-end maintenance report.
- 6. Shield Guardian™ Member Rebate** (see “V. Member Rebate Loyalty Program” for details)

IV. SNOWBIRD CONCIERGE SERVICES

A. Away Watch™ Monitoring

Monthly visual inspections of Customer's screen enclosure during periods when Customer is away. Services include: exterior visual inspection, photo documentation provided to Customer, immediate notification of damage, and coordination with 3rd party home watch services if applicable. Available May through October.

B. Welcome Home™ Pre-Arrival Inspection

Comprehensive inspection 1-2 weeks before Customer's return including: full structural inspection, complete soft-wash cleaning, screen door hardware check and lubrication, detailed report, and completion of minor repairs within plan limits.

C. Storm Guardian™ Rapid Response

Enhanced storm response for absent Customers during hurricane season (June-November) including pre-storm preparation, post-storm inspection, and securing of a damaged aluminum screen enclosure or pool cage (materials charged separately). Subject to MHSP availability, see Sec VI "Priority Storm Response" for details and limitations on response times.

Subscription Plan Eligibility

All three (3) services are included with the PlatinumShield™ Subscription Plan. Storm Guardian™ Rapid Response is included with the EliteShield™ Subscription Plan. Contact us for information on adding any or all three (3) services to your Subscription Plan, additional fees apply.

Documentation Services: MHSP will provide photo and video documentation of damage for Customer's own use. This documentation is provided solely for Customer's convenience and records. MHSP makes no representations regarding the sufficiency of such documentation for any insurance claim purposes.

IMPORTANT LIMITATIONS: MHSP does not interpret insurance policies, advise on coverage or claim eligibility, prepare or complete insurance claim forms, negotiate with insurance companies, act as a public adjuster, or provide any services requiring licensure under Florida Statutes Chapter 626 Part VI. Customers requiring claim preparation, policy interpretation, or insurance negotiation services should contact a licensed public adjuster. See Section V.D for additional insurance-related disclosures.

V. MEMBER LOYALTY REBATE PROGRAM

A. Program Description

The Member Loyalty Rebate is a benefit provided exclusively to PremiumShield™, EliteShield™ and PlatinumShield™ members. Customer/Members who enroll in an eligible Subscription Plan earn loyalty credits each Coverage Year based on their Subscription Plan level, applicable toward a complete screen enclosure or pool cage replacement contracted exclusively and directly through MHSP.

B. Rebate Tiers

Two Member Loyalty Rebate tiers are available:

- a) **Shield Saver™**: Maximum \$5,000 lifetime credit. Accrual rate of \$500 per Coverage Period.
- b) **Shield Guardian™**: Maximum \$10,000 lifetime credit. Accrual rate of \$1000 per Coverage Period.

Eligibility: Member Loyalty Rebate enrollment is available only to PremiumShield™, EliteShield™ and PlatinumShield™ members. Essential Shield members are not automatically eligible for the Member Loyalty Rebate enrollment but may upgrade their Subscription Plan to become eligible.

C. Program Terms

- a) **Eligible Services:** Credit applies ONLY to complete screen enclosure/pool cage replacement by MHSP. Does not apply to repairs, partial rescreening, or other services.
- b) **Credit Accumulation:** Credits accrue on membership anniversary. Partial years do not earn credit. Credits begin after first full year.
- c) **Membership Requirement:** Continuous active membership required. Memberships lapsed more than 90 days forfeit all accumulated credits.
- d) **Non-Transferable:** Credits are tied to a specific Customer/Member and Property. Credits cannot be transferred or redeemed for cash.
- e) **Credit Application:** Accumulated credit to be applied as a discount on the cost of a full screen enclosure or pool cage replacement project at contract execution.

D. Important Disclosures

THE MEMBER LOYALTY REBATE PROGRAM IS A CUSTOMER LOYALTY BENEFIT, NOT AN INSURANCE PRODUCT, WARRANTY, AND/OR GUARANTEE. It does not provide coverage for any loss, does not pay benefits based on any claim or loss event, and is not connected to any insurance policy. Credits are earned solely through membership tenure.

THE HOMEOWNER REMAINS RESPONSIBLE FOR ALL INSURANCE DEDUCTIBLES. MHSP DOES NOT AND CANNOT PAY, WAIVE, OR REBATE ANY PORTION OF A HOMEOWNER'S INSURANCE DEDUCTIBLE. Such payment is prohibited under Florida Statutes 489.147 and 817.234 and constitutes a third-degree felony.

VI. PRIORITY STORM RESPONSE

MHSP will make every reasonable effort to provide services within the timeframes provided for under each applicable Subscription Plan to the best of its ability. In government declared natural disasters, Premium and Elite Shield members with currently paid in full annual Coverage Periods who contact MHSP for Priority Storm Services will be advanced to the highest position on any wait lists (behind only other Priority Storm Response eligible members within the same Subscription Plan who requested earlier). Elite Shield members receive priority over Premium Shield members.

The provision of Priority Storm Response services is limited to MHSP's availability of labor, materials, and equipment. MHSP will promptly notify Customer in the event MHSP is unable to provide services in

order for Customer to seek alternative means of obtaining such services. Response times and the availability to provide services may be limited by governmental restrictions, supply chain disruptions and/or other factors outside the control of MHSP. The inability of MHSP to provide any of the Services under this provision does not constitute a basis for a refund of the Subscription Fee(s).

PRE-STORM SERVICES MUST BE SCHEDULED NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO A NOAA AND/OR LOCAL GOVERNMENT'S PROJECTED LANDFALL OF A NAMED STORM. PRE-STORM SERVICES WILL CEASE ONCE THE LOCAL OR STATE GOVERNMENT INITIATES MANDATORY EVACUATION ORDERS AND/OR TRAVEL RESTRICTIONS.

PRIORITY STORM RESPONSE DOES NOT CONSTITUTE EMERGENCY SERVICES AND/OR ANY GUARANTEE OF RESPONSE TIME OR SERVICE AS IS PROVIDED FOR ABOVE.

VII. PAYMENT TERMS

- a) Annual Commitment:** All plans require annual commitment. Monthly payments do not reduce a Customer's obligation for all payments due during the Coverage Period.
- b) Annual Prepayment Discount:** up to 30% in savings for full annual prepayment.
- c) Payment Methods:** Credit/debit card, ACH, or check. Automatic recurring payments required for monthly plans.
- d) Late Payment:** Payments 15+ days late may result in service suspension. Accounts 30+ days delinquent may be terminated with forfeiture of Loyalty Rebate credits.
- e) Published Pricing for Services:** Current pricing for all services is published on the CageShield Pro™ website and incorporated herein by reference. The pricing in effect at the time of Customer's enrollment in any service shall govern. MHSP may update published pricing on the CageShield Pro™ website at any time without amendment to this Agreement; provided, however, that pricing changes shall apply only to new enrollments or Subscription Plan upgrades and shall not affect services already purchased or other services or programs in which Customer is actively enrolled.

VIII. GENERAL PROVISIONS

Reasonable Access: No services may be provided if a MHSP Service Representative cannot access Property due to unsafe conditions, dangerous animals/pests, lack of gate codes/access, locked security devices, confined spaces, or other safety issues.

Completion of Services: MHSP is not liable for delays due to the unavailability of Service Representatives, inability to access Property as noted above, regulatory delays, Acts of God, natural disasters, or other factors outside MHSP's control.

Non-Circumvention: During Coverage Period and 6 months after termination, Customer agrees not to hire MHSP Service Representatives directly without express written consent of MHSP.

Force Majeure: Services may be suspended during declared natural disasters or emergencies until conditions allow operations to resume.

IX. EXCLUSIONS

All services not specifically described herein are excluded, including but not limited to:

- a) Structural Damage:** structural failures, foundation and/or foundation footer issues, or services requiring engineering plans and/or permits.
- b) Replacement:** Full and/or the partial replacement of any major component of a screen enclosure or pool cage is not covered under the Subscription Plan (A Member Loyalty Rebate may apply when a full replacement is contracted exclusively thru MHSP).
- c) Pre-Existing Damage:** Damage existing prior to Coverage Period commencement.

- d) Damage from Neglect:** Damage from Customer's failure to properly maintain their aluminum screen enclosure or pool cage prior to Coverage Period.
- e) Permits/Code Violations:** Services requiring permits or resulting from code violations.
- f) Specialty Items:** Motorized/retractable screens, solar panels, outdoor kitchens, entertainment systems, electrical systems, pet doors and/or any other item, feature or structure added to an aluminum screen enclosure or pool cage.
- g) Emergency Services:** requests for services requiring an immediate on-site visit, services outside of normal business hours and/or MHSP posted holidays are not included.
- h) Warranty Services:** MHSP is not obligated to provide services, labor, materials and/or supplies which are covered under insurance, a separate warranty or service agreement and/or contract provided by a 3rd party. Customer is directed to contact their insurance, warranty or service company representative and reference the terms & conditions of the appropriate vendor, contractor or service provider for specific details regarding any insurance coverage, warranty service(s), maintenance and/or repair.

X. PERSONAL ITEMS

While performing any service covered under this Agreement or other service request, Customer agrees to remove and secure, at Customer's sole discretion, all personal items and items of value including relocating from the work area(s) those items before any work commences and/or service(s) are provided. Customer agrees not to hold MHSP responsible for any loss or damage to personal items and/or items of value resulting from MHSP's ordinary negligence, which are not removed and/or secured by the Customer as required herein. This limitation does not apply to loss or damage caused by MHSP's gross negligence or willful misconduct.

XI. TERMINATION & RENEWAL

New Subscriber Cooling-Off Period: New Customers may cancel this Agreement within ten (10) calendar days of the initial subscription date ("Cooling-Off Period") for a full refund of any Subscription Fees paid, less the reasonable value of any Services already rendered. Cancellation during the Cooling-Off Period must be submitted in writing via email to info@myhometownservicepros.com or via USPS mail to the address listed herein. This Cooling-Off Period applies only to new subscriptions and does not apply to renewals.

AUTOMATIC RENEWAL NOTICE: THIS SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE 12-MONTH COVERAGE PERIODS AT THE THEN-CURRENT PUBLISHED RATE UNLESS CUSTOMER PROVIDES WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) DAYS BEFORE THE END OF THE CURRENT COVERAGE PERIOD. MHSP will send a renewal reminder via email at least forty-five (45) days before the Coverage Period end date. Customer's payment method on file will be charged for the renewal Subscription Fee unless cancellation notice is received. Customer may opt out of automatic renewal at any time by contacting MHSP in writing.

Cancellation by Customer (After Cooling-Off Period): Thirty (30) day written notice required. Customer remains liable for all Subscription Fees through the existing Coverage Period. No prorated or other refunds. MHSP has the right, but not the obligation, to consider a prorated credit upon request of Customer on a case by case basis, if in MHSP's sole discretion, extenuating circumstances justify such prorated refund or credit. Loyalty Rebate credits are forfeited if membership lapses more than 90 days.

Termination by MHSP: MHSP may immediately terminate for Customer non-payment, fraud, verbal and/or physical abuse of Service Representatives, or material breach of this Agreement. No pro-rated refunds if terminated by MHSP; Loyalty Rebate credits are forfeited.

Notice: Termination or cancellation is effective upon written notice by hand delivery, USPS Certified Mail, or confirmed receipt of email to info@myhometownservicepros.com.

XII. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless MHSP, its officers, members, managers, employees, owners, and Affiliates from all claims, losses, damages, causes of action, suits, and liability, including litigation expenses, court costs, and attorney fees, arising from: (a) Customer's breach of this Agreement; (b) Customer's misrepresentations regarding the condition of the Property or screen enclosure; (c) Customer's failure to maintain safe conditions on the Property or to remove Personal Items as required herein; or (d) third-party claims related to Customer's Property not caused by MHSP's negligence. This indemnification does not apply to claims arising from MHSP's own negligence, gross negligence, or willful misconduct.

XIII. LIMITATION OF LIABILITY

MHSP's total liability for direct damages caused by MHSP's ordinary negligence shall not exceed Five Hundred Dollars (\$500) or the total Subscription Fees paid by Customer during the twelve (12) months preceding the claim, whichever is greater. This limitation does not apply to damages resulting from MHSP's gross negligence or willful misconduct.

MHSP is not liable for indirect, incidental, special, consequential, or punitive damages, including loss of profits or loss of use. By entering into this Agreement, Customer acknowledges and accepts this limitation of liability.

XIV. INDEPENDENT CONTRACTOR

MHSP is an independent contractor licensed in the State of Florida. No employment relationship is created. Each Party is responsible for applicable taxes and workers' compensation. Subcontractors, suppliers and vendors are separate entities not affiliated with MHSP except as described herein.

XV. GENERAL

This Agreement represents the entirety of the Parties mutual obligations and understandings concerning the subject matter and may not be modified, altered, or changed except in writing and upon execution by both Parties. All claims or disputes concerning this Agreement are governed by and construed in accordance with the laws of the State of Florida with jurisdiction in Charlotte County or in the applicable Florida county as provided by law. The Parties agree to seek any remedies through available arbitration or mediation prior to filing a lawsuit for enforcement of this Agreement. This Agreement binds and inures to MHSP successors and assigns. This Agreement is not assignable, delegable, sublicensable, or otherwise transferable by Customer in whole or in part without the prior written consent of MHSP. Failure of MHSP to strictly enforce the Agreement, in whole or in part, is not a waiver of any of its rights under this Agreement.

XVI. SEVERABILITY

If any of these Terms & Conditions or any other part of this Agreement is deemed unenforceable and/or void, then all other terms and conditions shall remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

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REQUIRED NOTICES

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Phone: (850) 487-1395 | Recovery Fund Office: (850) 921-6593

Florida Homeowners' Construction Recovery Fund 2601 Blair Stone Road Tallahassee, FL 32399-2215

FLORIDA CONSTRUCTION LIEN LAW NOTICE

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

My HomeTown Screen Pros, LLC dba My Hometown Screen Enclosure Pros

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